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UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

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AKEEM FRAIZER, an infant under the age of 18 years,
BY HIS PARENT AND GUARDIAN ESTHER
LAMORE,

Plaintiffs,¹

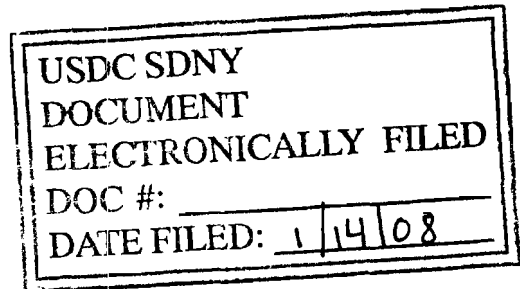
-against-

CITY OF NEW YORK, ADAM SAGER, NEW YORK
CITY POLICE DEPARTMENT P.O. "JANE DOES"
AND "JOHN DOE" 1 through 10 inclusive, the names of
the last defendants being fictitious, the true names of the
defendants being unknown to plaintiffs,

Defendants.

**STIPULATION AND
ORDER OF
SETTLEMENT AND
DISCONTINUANCE**

07 CV 5692 (RMB)



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WHEREAS, plaintiff Esther Lamore commenced this action on behalf of her
infant son Akeem Fraizer by filing a complaint on or about June 14, 2007, alleging that
defendants violated his constitutional rights; and

WHEREAS, defendants has denied any and all liability arising out of plaintiff's
allegations; and

WHEREAS, the parties now desire to resolve the remaining issues raised in this
litigation, without further proceedings and without admitting any fault or liability;

WHEREAS, plaintiff has authorized counsel to settle this matter as against
defendants on the terms enumerated below;

¹ The use of the word "plaintiffs" in the caption of the complaint is a typographical error. Pursuant to a telephone conversation with plaintiff's counsel, Mr. Nkewreuwem Umoh, the only plaintiff in this action is the infant Akeem Fraizer.

NOW, THEREFORE, IT IS HEREBY STIPULATED AND AGREED, by and between the undersigned, as follows:

1. The above-referenced action is hereby dismissed with prejudice, and without costs, expenses, or fees except as provided for in paragraph "2" below.
2. The City of New York hereby agrees to pay plaintiff the sum of **Fifteen Thousand Dollars (\$15,000.00)** in full satisfaction of all claims, inclusive of claims for costs, expenses and attorney's fees. In consideration for the payment of this sum, plaintiff agrees to the dismissal of all claims against defendant the City of New York, Adam Sager, as well as the individuals referred to in the caption as P.O. "JANE DOES" and "JOHN DOE" 1 through 10, and to release all defendants and any present or former employees or agents of the City of New York from any and all liability, claims, or rights of action that have or could have been alleged by plaintiff in this action arising out of the events alleged in the complaint in this action, including claims for costs, expenses and attorney's fees.
3. Plaintiff shall execute and deliver to defendant City of New York's attorney all documents necessary to effect this settlement, including, without limitation, a General Release and An Affidavit Concerning Liens based on the terms of paragraph 2 above.
4. Settlement of this action is conditioned on compliance with the provisions set forth in Rule 83.2(a) of the Local Civil Rules of this Court ("Settlement of Actions by or on Behalf of Infants or Incompetents,

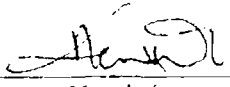
Wrongful Death Actions, and Conscious Pain and Suffering Actions”) and Rule 1207 et seq. of the Civil Practice Laws and Rules for the State of New York.

5. Nothing contained herein shall be deemed to be an admission by defendant(s) that they have in any manner or way violated plaintiff's rights, or the rights of any other person or entity, as defined in the constitutions, statutes, ordinances, rules or regulations of the United States, the State of New York, or the City of New York or any other rules, regulations or bylaws of any department or subdivision of the City of New York. This stipulation shall not be admissible in, nor is it related to, any other litigation or settlement negotiations.
6. Nothing contained herein shall be deemed to constitute a policy or practice of the City of New York or any agency thereof.
7. This Stipulation and Order contains all the terms and conditions agreed upon by the parties hereto, and no oral agreement entered into at any time nor any written agreement entered into prior to the execution of this Stipulation and Order regarding the subject matter of the instant proceeding shall be deemed to exist, or to bind the parties hereto, or to vary the terms and conditions contained herein.

Dated: New York, New York
December 28, 2007


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By: 
Nkereuwem Umoh (7233)

By: 
Prathyusha Reddy (PR 5579)
Assistant Corporation Counsel

SO ORDERED


United States District Judge

1/14/08
